

West Des Moines

IUOE #234 (Public Works)

7/1/2005 6/30/2008

MASTER CONTRACT
BETWEEN
CITY OF WEST DES MOINES, IOWA
AND
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL NO. 234
2005-2008

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ARTICLE 1 DEFINITIONS

A. City or Employer

As used in this Agreement, the terms "City" or "Employer" shall mean the City of West Des Moines, Iowa, or its authorized representatives.

B. Employee

As used in this Agreement, the term "Employee" shall mean all employees represented by the Union in the bargaining unit as defined and certified by the Public Employment Relations Board in Case Number 6222 and amended in Case Number 6355.

C. Temporary Employee

As used in this Agreement, a "temporary employee" is one who is hired for a period of nine (9) consecutive months, or less. Temporary employees are not covered by the provisions of the Agreement.

D. Union

As used in this Agreement, the term "Union" shall mean the International Union of Operating Engineers, Local No. 234, or its authorized representatives.

E. Department

As used in this Agreement, the term "Department" shall mean either the Department of Public Works or the Department of Parks and Recreation of the City of West Des Moines, Iowa.

ARTICLE 2 RECOGNITION

The law governing this contract shall be the Iowa Public Employment Relations Act, hereinafter referred to as the "Act" and such provisions of the Civil Service Law and local laws of the City of West Des Moines, Iowa, which are not inconsistent with the Act.

The governing body charged with the administration of the Act, as provided by law, shall be the Iowa Public Employment Relations Board, hereinafter referred to as the "Board".

Pursuant to and in accordance with all applicable provisions of the Act and in recognition of the Board's certification of the Union Case No. 6222, the City does hereby recognize the Union during the term of this Agreement, as the sole and exclusive representative for all Employees of the City included in the Bargaining Unit as:

Included: Regular full-time employees in the Public Works Department and Parks and Recreation Department in the job classifications of: Operations Specialist; Maintenance Worker I & II; Traffic Safety Technicians; Building Maintenance Specialist; Engineering Tech - Office; Engineering Tech - Field; Mechanic; Grounds Maintenance Specialist and Horticulturist.

Excluded: Secretary, Administrative Assistance, Associate Engineer, Confidential, Professional and Supervisory Employees as defined in the Act and all other City of West Des Moines Employees.

ARTICLE 3 DUES CHECKOFF

Dues Checkoff and Indemnification

1. Upon receipt of a voluntary written individual order therefore from any of its Employees covered by this Agreement on forms provided by the union, the City will deduct from the pay due such Employee those dues, initiation fees, and other uniform assessments.
2. Such order shall be effective only as to Membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the Employee has sufficient earnings to cover same after deductions for Social Security, Federal Taxes, State Taxes, Retirement, Health Insurance and Life Insurance. Deductions shall be in such amount as shall be certified to the City, in writing, by the authorized representative of the Union.
3. Such orders shall be terminable with written notice to the City and the Union either between June 15th and June 30th of the last year of each Contract or within a two week period following the anniversary date of the Employee's authorization to withhold dues. The City agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.

4. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the City for the purpose of complying with the provisions of this section.
5. The Employer shall submit the dues to the Union not more than fifteen days following the end of the month from which the dues were deducted.
6. The Employer shall submit to the Union, with each remittance of deductions, a list of all Employees having such deductions.
7. This Local Union may independently adjust its dues structures to meet Local needs. In the event the Union votes to change the dues formula, the Union shall notify the City at least thirty (30) days prior to the effective date of increase.

ARTICLE 4 USE OF BULLETIN BOARD

The City will provide reasonable space, for official Union Business, on each bulletin board in each work area of the unit. Use of the board shall be limited to the following general types of notices:

- a. Listing of Union Officers and officials.
- b. Union meetings.
- c. Union elections.
- d. Necessary and proper Union business and information.

ARTICLE 5 DISCRIMINATION

The City will not interfere with or discriminate, in respect to any term or condition of employment, against any Employee covered by this Agreement because of membership in the Union or legitimate and legal activity required in this Agreement on behalf of the Union.

The Union recognizes its responsibilities as the exclusive bargaining representative and agrees to represent all Employees in the unit without discrimination, restraint or coercion.

The provisions of this Agreement shall be applied equally to all Employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or disability. The Union shall share equally with the City the responsibilities for applying this provision of the Agreement. Further, the Union agrees to cooperate fully in any affirmative action program or activity undertaken by the City or required of the City by any agency of the State or Federal Government.

ARTICLE 6 GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean only a complaint that there has been an alleged violation of any specific provisions of this agreement not specifically excepted from the grievance procedure.

B. General Provisions

1. Every employee covered by this agreement shall have the right to present grievances in accordance with these provisions. Any aggrieved person may be represented at all formal levels of the grievance procedure by the employee himself/herself, or by the employee and a representative from the Union if the employee chooses to have a representative with him/her.
2. The failure of any employee or Union representative to act on any grievance within the prescribed time limits will act as a bar to any further appeal and a supervisor's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits however may be extended by mutually written agreements.
3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the grieving employee.
4. In matters dealing with alleged violations in those areas over which a supervisor has no authority to grant the appropriate relief, and in all cases in which the decision being grieved is a decision which was made by the Department Director, the grievance shall be initiated at the Third Step. The time limits for filing a grievance at the Third Step shall be the same as the time limits for filing at the Second Step.

5. All written grievances, Second Step and beyond, will be signed and initiated by a representative of the Union. Any written or other response on a grievance will also be provided to the Union.

C. Processing Grievances

1. First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his or her supervisor.

2. Second Step

If the grievance cannot be resolved informally, the grievance shall be filed in writing. At a mutually agreeable time, the grievance will be discussed with the employee's appropriate Division Head. The written grievance shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fourteen (14) calendar days from the act or omission giving rise to the grievance, or when it should have been reasonably discovered. The employee's Division Head shall make a decision on the grievance and communicate it in writing to the employee and the Department Director within fourteen (14) calendar days after receipt of the grievance.

3. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, then, within seven (7) calendar days of the date of the written decision at the second step, a copy of the grievance shall be filed with the Department Director. Within fourteen (14) calendar days after such written grievance is filed, the grievant and the Department Director, or designee, shall meet to resolve the grievance. The Department Director, or designee, shall file an answer within fourteen (14) calendar days of the third-step grievance meeting and communicate it in writing to the employee and the Human Resources Manager.

4. Fourth Step

If the grievance is not resolved satisfactorily at Step 3, then, within seven (7) calendar days of the date of the written decision at the third step, a copy of the grievance shall be filed with the City Manager's Executive Assistant. Within twenty-one (21) calendar days after such written grievance is filed, the grievant shall meet with the City Manager to attempt to resolve the grievance. The City Manager shall file an answer within fourteen (14) calendar days following the

fourth-step grievance meeting and communicate it in writing to the employee and the Human Resources Manager.

5. Fifth Step

If the grievance is not settled at Step 4, it may be appealed to arbitration by the Union upon ten (10) calendar days written notice to the City Manager after receipt of the City's Step 4 answer. The written notice shall be signed by a Union representative and shall state the specific section(s) of this Agreement to be considered by the arbitrator. Either party may request the Iowa PERB to submit a list of seven (7) arbitrators. Upon receipt of the list, the parties' designated representative shall determine, charging party striking first name alternatively strike names from the list and the remaining person shall act as arbitrator.

6. Arbitration

An arbitrator selected pursuant to Step 5 this Article shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall issue a written opinion and award. The arbitration hearing shall be scheduled not later than sixty (60) days following the date on which the request for arbitration was submitted to the City Manager. The arbitrator's decision must be issued within thirty (30) days of the arbitration hearing. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. A decision of the arbitrator, within the scope of his/her authority, shall be final and binding upon the City, the Union and the aggrieved Employee(s). The City and the Union will share equally the costs of arbitration, including the fees and expenses of the arbitrator. Any other expenses shall be paid by the party incurring them.

D. Election of Remedies

If an employee files a grievance under this procedure, the employee waives his or her right to file a claim or complaint under any other procedure and in any other forum pertaining to or arising out of the same set of facts and circumstances. If an employee files a claim or complaint under any other procedure or in any other forum, the employee waives his or her right to file a grievance under this procedure pertaining to or arising out of the same set of facts and circumstances.

ARTICLE 7 HOURS OF WORK AND OVERTIME

A. Workday

- 1 The normal workday or shift for employees shall be eight (8) hours, exclusive of an unpaid lunch period. The regular hours of work will be posted. The regular hours of work will not be changed without five (5) days written notice, subject to the following provision. The City may make changes in hours without five (5) days prior written notice based upon conditions (such as weather) or based upon requests for service (such as construction inspection) over which the City has no control. If the City makes a change in hours without five (5) days prior written notice and if the City determines that the employee's services will not be required for eight (8) consecutive hours, then the employee will be permitted to either work for eight (8) consecutive hours or to leave work and return to complete his/her eight (8) consecutive hours of work at a later time which is mutually agreed upon by the employee and his/her supervisor.
2. The workday for Parks and Recreation employees will be 7:00 a.m. to 3:30 p.m. from Labor Day until Memorial Day, and 6:00 a.m. to 2:30 p.m. from Memorial Day until Labor Day.

B. Work Week

The regular work week for employees will be one hundred sixty-eight (168) consecutive hours beginning at 12:01 A.M. on Monday and ending at 12:00 P.M. on the following Sunday. The work week will consist of five (5) consecutive eight (8) hour days, Monday through Friday.

C. Lunch Period

Employees shall be granted a 30-minute lunch period without pay. The scheduling and location of the lunch period will be determined by the employee's supervisor.

D. Work Breaks

Employees shall be granted one (1) fifteen (15) minute rest period in the approximate middle of each one-half (2) shift. The "break" time is considered as total time from the duties of the individual. The scheduling and the location of the break period will be determined by the employee's supervisor.

E. Overtime

All hours worked by employees in excess of forty (40) hours in a work week or in excess of eight (8) hours in a workday will be compensated at the rate of one and one-half the employee's regular hourly rate of pay.

F. Computation of Overtime

For purposes of calculating overtime, the term "hours worked" will include all hours worked and all hours during which the employee is on a paid leave of absence.

G. Compensation for Overtime

When an employee works overtime hours, the employee will be paid in cash or will receive compensatory time, at the employee's discretion. If overtime hours are compensated with compensatory time, compensatory time will be provided at the rate of one and one-half hours for each hour of overtime work. The maximum number of hours of compensatory time that can be accumulated is one hundred twenty (120) hours.

H. Holiday Premium Pay

When an employee works on a holiday recognized in Article 10, the City will provide holiday premium pay at the rate of one and one-half the employee's regular hourly rate of pay for all hours worked between the hours of 12:00 Midnight and 11:59 P.M. Holiday premium pay is in addition to normal holiday pay.

I. Premium Pay for Work on Scheduled Days Off

When an employee works on a scheduled day off for the employee, the City will provide premium pay at the rate of one and one-half the employee's regular hourly rate of pay for all hours worked on that day.

J. Call-Back Pay

An employee who is called back to work shall receive a minimum of two (2) hours straight time pay or an equivalent amount of compensatory time.

ARTICLE 8 LEAVES OF ABSENCE

A. Sick Leave

1. Permissible Uses

- a. Physical or mental incapacity not incurred in the line of duty.
- b. Illness, including medical, dental, or optical appointments during working hours.
- c. Enforced quarantine of the employee in accordance with community health regulations.
- d. Illness of immediate family member (spouse, child, parent, stepchild, father-in-law, mother-in-law, brother, sister, daughter-in-law, son-in-law, grandchild, and grandparent).
- e. To attend funerals, subject to the approval of the Department Director or designee.

2. Accumulation

- a. Sick leave is accrued at the rate of one work day for each month of service. Sick leave will continue to accrue while an employee is on a paid leave of absence.
- b. Total accumulation cannot exceed 120 days.

3. Administration

- a. All requests for sick leave shall be made before an employee is scheduled to report for duty.
- b. The City shall have the right to verify the reported sickness of an employee and may require a doctor's certificate for absence due to illness. The certificate shall state the kind and nature of the illness or injury and whether the employee has been incapacitated for said period.
- c. Sick leave shall be chargeable only when used on regularly scheduled work days or work periods. Should a holiday occur during an employee's

sick leave and the employee is regularly entitled to the holiday, it shall not be charged as sick leave.

B. Voting Leave

Employees who do not have three consecutive hours of non-work time in the period between the opening and closing of the polls will be entitled to limited paid time off to go vote. Employees must request this time off in writing to the Department Director before Election Day. The Department Director will designate the time to be taken. Employees will not be liable for any penalty or deduction from their regular salary or wages because of their absence.

C. Jury and Witness Duty Leave

Employees who are summoned to serve as a juror or who are subpoenaed to appear as a witness in a proceeding to which they are not a party will be granted a leave of absence with pay for such jury or witness duty. Employees who are released with three or more hours left in their normal work day are required to return to work within one hour after their release.

Employees will be paid their full wage during such leave less the amounts paid to them by the court for work time spent on jury duty or for testifying.

D. Funeral Leave

Leave of absence, with pay, not to exceed five (5) working days shall be granted to full-time Employees in the event of death in the immediate family defined as spouse, parent (including step parents), child, step child, father-in-law, mother-in-law, brother and sister. Leave of absence, with pay, not to exceed three (3) working days, shall be granted to full-time Employees in the event of death to a member of the family defined as daughter-in-law, son-in-law, grandparent and grandchild.

Full-time employees may be allowed up to four (4) hours off with pay to attend the funeral of a City employee, City Official, or City Official's immediate family. The need for continuing essential services and emergencies may limit the number of employees who may attend a funeral. The Department Director will decide on the amount of time actually required for funeral attendance up to four (4) hours and the number of employees who may attend the funeral.

E. Family and Medical Leave

The City shall provide family and medical leave in accordance with State and Federal Laws and in accordance with those provisions of City Policy in effect on January 8, 2001, which are mandatory subjects of bargaining.

F. Military Leave

The City shall provide military leave in accordance with State and Federal Laws and in accordance with those provisions of City Policy in effect on January 8, 2001, which are mandatory subjects of bargaining.

**ARTICLE 9
VACATIONS**

A. Accumulation

Vacation hours are accumulated on a monthly basis, as follows:

Employees who have this many months of continuous service	Accumulate this number of vacation hours per month
1 - 48 months	6.67 (i.e. 2 weeks per year)
49 - 132 months	10.00 (i.e. 3 weeks per year)
133 - 228 months	13.33 (i.e. 4 weeks per year)
229 months or more	16.67 (i.e. 5 weeks per year)

When employees graduate from one accumulation rate to the next, their higher rate becomes effective during the pay period in which their anniversary date occurs. For example, if an employee's anniversary date is April 1 and the employee has just completed the 48th month of continuous service, then starting with the pay period which includes April 1, the employee will begin to accumulate vacation on a monthly basis at the 10 hour rate.

Upon completion of six months of service from their initial date of hire, employees will be able to use accumulated vacation days. Any exceptions to the accrual and use of vacation time must be approved in advance by the Department Director.

B. Administration

1. All vacation leaves must be approved by the employee's immediate supervisor. To ensure that all City services are provided, the Department reserves the right to

determine the number of employees who will be permitted to be on vacation on any given date.

On November 1 prior to each vacation year, the Department will post a calendar for the purpose of scheduling of vacations and will denote on the calendar those dates that are available for employee vacations by classification and any restrictions on the dates that are available for vacation. The Department will also post a list of employees in the bargaining unit in order of seniority. In order of seniority, each employee will denote his/her choice of vacation periods by filling in the appropriate blank and will then cross off his/her name from the list. The next ranking employee by seniority will do likewise until all employees have denoted their choices. All vacation days which are not scheduled by December 15 prior to each vacation year will be approved on a first come-first served basis.

2. Employees must take vacation in a minimum increment of two (2) hours and one (1) hour additions thereafter (i.e. 3 hours, 4 hours, 5 hours, and 6 hours).
3. If one of the paid holidays occurs during an employee's vacation, the holiday will not be counted as part of vacation time.
4. Employees may carry over vacation hours into the following year, but the total accrued vacation may not exceed twice the annual vacation hours for which the employee is eligible. For example, if an employee accrues 80 hours of vacation per year, the employee may not accumulate more than 160 hours of vacation.
5. Employees cannot borrow vacation hours from future accruals. Paid vacation time must be earned.
6. Employees will not accumulate vacation credits during the time when they are temporarily laid off due to lack of work, or if they are on an unpaid personal leave of absence.
7. Employees who are on a paid leave of illness or injury will accumulate vacation time during that time.
8. Employees who have been continuously employed by the City for at least six months and decide to leave will be paid for their unused vacation.
9. If an employee dies, the accumulated but unused vacation will be paid to the employee's designated beneficiary.
10. Vacation leave must be used. Double pay in lieu of vacation time will not be authorized or granted.

ARTICLE 10 HOLIDAYS

A. Holidays Recognized

The holidays which are recognized by the City are:

1. New Year's Day (January 1)
2. Presidents' Day (3rd Monday in February)
3. Memorial Day (the last Monday in May)
4. Independence Day (July 4)
5. Labor Day (the first Monday in September)
6. Thanksgiving (the fourth Thursday in November)
7. The Friday following Thanksgiving
8. The day preceding Christmas Day (December 24)
9. Christmas Day (December 25)

B. Days Observed as Holidays

1. If the holiday falls on a day which is otherwise a non-scheduled workday, the effected employees shall receive an alternative day off. For employees who work a Monday through Friday schedule, if the holiday falls on a Saturday, the Friday before the holiday will be observed, and if the holiday falls on a Sunday, the Monday after the holiday will be observed.
2. For employees who are on a paid leave of absence (such as vacation) the period of which includes a holiday, the holiday will not be counted as part of that leave of absence.

C. Casual Days

1. The City provides paid casual days to full-time employees to be used when the employee needs time away from work for special, personal reasons.

2. Employees who have completed 12 months of continuous service with the City will receive two casual days per calendar year. For example, if an employee begins working for the City on July 15, 1991, the employee will receive credit of two casual days on July 15 of the following year (i.e. 1992). These casual days may be used after the completion of 12 months of continuous service and must be used on or before December 31 of the calendar year in which they were accrued. On January 1 of the following year, the employee will receive another two casual days.
3. Casual days do not accumulate from one year to the next.
4. Casual days must be used in increments of at least 1 hour.
5. Casual days cannot be borrowed.
6. The employee's immediate supervisor must approve casual day requests. That way, the supervisor can ensure all City services are provided and consider seniority and employee wishes at the same time.
7. Casual days are not paid out at the time of separation.

ARTICLE 11 WAGES

A. Wage Rates

The wage rate for each employee is set out in Appendix A which is attached to and made a part of this Agreement. Employees will be paid only for hours actually worked unless otherwise provided in this Agreement.

B. Pay Period

The pay period for all employees will be a bi-weekly period which will begin at 12:01 a.m. on Monday and end at 12:00 P.M. on Sunday fourteen (14) consecutive days thereafter.

C. Paydays

Employees shall be paid every other week within five (5) calendar days after the end of the pay period.

D. Determination of Salary upon Employment

The Director of the Department will have the discretion to determine the initial rate of pay to be received by all individuals upon their employment. If the City hires an employee and the employee's initial rate of pay is higher than the starting rate for the position, the City will provide written notice to the Union which includes a statement of the reasons that the employee was hired at a rate of pay that is higher than the starting rate for the position.

E. Longevity Pay

In addition to wages, all regular full-time employees who perform satisfactory continuous service receive annual longevity compensation as follows:

After the completion of continuous years of service	Longevity Pay
5 years	\$350 per year
10 years	\$550 per year
15 years	\$750 per year
20 years	\$950 per year

Continuous service will be terminated by resignation, dismissal, or retirement. Longevity pay is pro-rated and is accumulated on a monthly basis. It is paid on a lump-sum basis on the first payday in December. An employee's first longevity payment will be based on the date that the employee completed twelve months of continuous service, pro-rated to December of that same year.

F. Working out of Class

Employees who work out of their job class for twenty (20) consecutive work days or more in a position that an employee has vacated due to illness, unpaid leave, termination, or similar reason, will receive promotional pay beginning with the 21st day of such work. Promotional pay will be the greater of the minimum salary of the other job class, or five percent (5%) over their current salary, or an amount which is greater than that received by any employee in a subordinate position.

G. Deferred Compensation

The City will provide a deferred compensation plan through which employees may defer up to twenty-five percent (25%) of their pre-tax salary or the maximum allowed under federal law. The City will not provide any matching contribution.

ARTICLE 12 INSURANCE

A. Health Insurance

All full-time employees will be covered by a group hospital and medical insurance policy, which will include prescription drug coverage. The City will pay the full cost of the premium for employee coverage. Employees who elect family coverage will pay eleven percent (11%) of the cost of the premium for such coverage through payroll deduction.

Employees shall pay ten dollars (\$10) for PPO physician office visits and shall pay ten dollars (\$10) for prescription drug charge for generic drugs, twenty dollars (\$20) for prescription drug charge for formulary drugs, and thirty dollars (\$30) for prescription drug charge for non-formulary drugs.

B. Dental Insurance

All full-time employees will be covered by a group dental insurance policy. The City will pay the full cost of the premium for employee coverage. Employees who elect family coverage will pay the full cost of the premium for such coverage through payroll deduction.

C. Life Insurance

All full-time employees will be covered by a group life insurance policy with the premium paid in full by the City. The amount of the coverage will be equal to one-half of the employee's basic annual earnings, rounded to the nearest \$1,000 amount.

D. Long Term Disability Insurance

All full-time employees will be offered a group long term disability policy with the premium paid by the employee.

E. Employee Assistance Program

The City will provide an Employee Assistance Program for employees consistent with the program in effect on January 8, 2001.

F. Wellness Program

The City will provide a Wellness Program for employees consistent with the program in effect on January 8, 2001.

G. Flexible Spending Account

The City will provide a flexible spending account plan for employees consistent with the program in effect on January 8, 2001.

H. Plan Benefits

The City agrees that insurance benefits will be substantially the same as the benefits in effect on March 2, 2001.

**ARTICLE 13
SUPPLEMENTAL PAY**

Standby Pay

Employees who are required by the City to carry a pager or a cell phone to make themselves available in the event of an emergency during their normal time off shall receive \$1.00 per hour for each non-scheduled working hour that they are required to carry a pager or cell phone.

**ARTICLE 14
REDUCTION IN FORCE**

A. Order of Layoff

Whenever it becomes necessary for Employees to be laid off because of lack of work, lack of funds, or reorganization, the Employees shall be laid off in reverse order of their seniority as defined in this Agreement. Provided further, however, that any reduction in the number of Employees within any given classification shall be by reverse order of seniority within that classification, subject to the provisions of Chapter 400, Code of Iowa, for Employees moved from a higher to lower classification. The order of layoff, by classification, shall be as follows:

1. Temporary Employees
2. Part-time Employees
3. Full-time Employees

B. Notice

All Employees laid off in accordance with the provisions of this Article, as per authority of the City, shall be given written notice by the Department Head or designee of such layoff at least ten (10) working days prior to the effective date, with a copy of said notice being given to the City Manager.

**ARTICLE 15
RE-EMPLOYMENT**

A. Re-Employment List

The names of Employees laid off shall be placed on a re-employment list.

B. Eligibility

Such persons shall be eligible for re-employment in reverse order of layoff for a period of three (3) years, provided that they are still qualified and able to perform the job.

C. Removal

When an Employee is notified to return to work, the employee must advise the Employer of his/her desire to return to work within seven (7) calendar days of the date of the notification and the employee must return to work within twenty-one (21) calendar days of the date of the notification or he/she will be automatically dropped from the re-employment list. Notification to an employee shall be sent by registered mail to the last known address appearing on the City's records.

**ARTICLE 16
SENIORITY**

A. Definition

Seniority shall mean length of continuous full-time, regular service in the service of the City since the employee's last date of hire.

B. Break in Seniority

An Employee's seniority shall be broken so that no prior period or periods of employment shall be counted and his/her seniority shall cease upon:

1. Discharge.
2. Voluntary quitting.
3. Absence without notification for three (3) consecutive working days, unless excused by the Employer.
4. Absence due to lay-off which continues for more than three (3) years.
5. Failure of an employee to return to work upon recall within twenty-one (21) calendar days after notice is mailed to him/her by the Employer by registered mail to his/her last known address appearing on its records, unless subsequently excused by the Employer.

**ARTICLE 17
TRANSFER PROCEDURES**

A. Definition

A "transfer" is defined as a movement of an employee from one job classification to another.

B. Procedure

Transfers shall be subject to and shall be governed by the provisions of Chapter 400 of the Code of Iowa.

**ARTICLE 18
EVALUATION PROCEDURES**

A. Frequency of Evaluations

Employees will be evaluated by their supervisor at such frequency as the supervisor may determine, but not less than once each fiscal year.

B. Evaluation Form

The evaluation form will be determined by the City.

C. Evaluation Conference

A conference regarding the evaluation will be held between the employee and the evaluator following the completion of the written evaluation. A copy signed by both parties will be given to the employee. The employee signing the evaluation does not imply that they agree with the appraisal.

D. Employee Response

All evaluation reports will be placed in the employee's personnel file. The employee has the right to respond to the evaluation report, and such response will become part of the evaluation report.

**ARTICLE 19
MISCELLANEOUS**

A. Savings Clause

If any Article or section of this Agreement or any riders thereto should be held invalid by Operation of Law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and of any rider thereto or application of such Article or section to persons or circumstances other than those as to which had been held invalid, shall not be effected hereby.

B. Tool Allowance

Full-time mechanics in the service shop shall receive an annual tool reimbursement in the amount of Two Hundred Dollars (\$200.00) effective July 1, 2005, Two Hundred Fifty Dollars (\$250.00) effective July 1, 2006, and Three Hundred Dollars (\$300.00) effective July 1, 2007. In order to receive the tool reimbursement, the Mechanic must submit copies of receipts to his/her supervisor to verify the purchase of tools.

C. Clothing Allowance

1. Public Works

The City agrees to provide uniforms and laundry of uniforms (except shorts and tee shirts) to Public Works employees at no charge. The City will provide the following uniform items:

- 11 sets of shirts and pants
- 5 t-shirts (if employee elects to wear t-shirts)
- 3 pairs of shorts (if employee elects to wear shorts).

The City agrees that its current practice with regard to safety glasses as set forth in Policy 7.2 will remain in effect for the duration of this Agreement.

The City agrees that, effective July 1, 2005, each Public Works employee will be provided an allocation of up to \$200.00 per year to be used at the discretion of the employee for the purchase of steel-toed safety shoes/boots or winter clothing. Items purchased with this allocation must be purchased at vendors designated by the City. This allocation will be increased to \$225.00 effective July 1, 2006, and to \$250.00 effective July 1, 2007.

2. Parks and Recreation

The City agrees to provide uniforms to Parks and Recreation employees at no charge. The City will provide the following uniform items:

- 1. Park Division T-shirts – Five
- 2. Department T-shirt – One
- 3. Jeans and/or Shorts – Up to five pairs, with the City reimbursing the employee for up to \$27/pair. Total reimbursement will not exceed \$135/employee/year.
- 4. Miscellaneous – The Parks' Uniform Committee determines a list of uniform items for each employee to select from in the spring and fall. These items may include, but are not limited to: winter coats, coveralls, spring jackets, sweatshirts, work shirts, etc. Total maximum for these items will not exceed \$200/employee/year.

The City agrees that, effective July 1, 2005, each Parks employee will be provided an allocation of up to \$150.00 per year to be used at the discretion of the employee for the purchase of steel-toed safety shoes/boots. This allocation will be increased to \$175.00 effective July 1, 2006, and to \$200.00 effective July 1, 2007.

ARTICLE 20
DURATION AND SIGNATURE CLAUSE


A. Duration

This Agreement shall be in effect for a period of three (3) years beginning July 1, 2005, and ending June 30, 2008. Written notice for renegotiation shall be served by ordinary mail and shall be postmarked no later than September 1, 2007.

B. Signature Clause

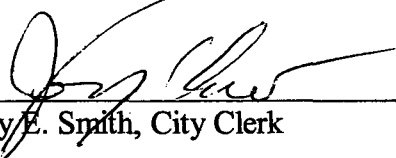
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

CITY OF WEST DES MOINES



Eugene T. Meyer, Mayor

Date: 1-3-05



Jody E. Smith, City Clerk

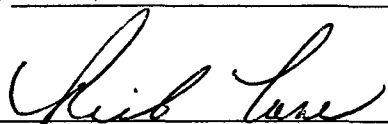
Date: 1-3-05

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL NO.
234



Kevin Holzhauser, Business Representative

Date: 6-14-05



Rick Lane, Business Manager

Date: 6-14-05

APPENDIX A
WAGE RATES
2005-2008

1. The existing pay grades and steps will be maintained.
2. In the first pay period following July 1, 2005, all employees will receive a one-time pay adjustment of three hundred dollars (gross pay). This amount will not be added to the employee's established pay rate.
3. All future pay rate increases will be determined based upon the increase in the CPI-W (as calculated by the United States Bureau of Labor Statistics) from September of the second year preceding the effective date of the increase to September of the year preceding the effective date of the increase. This increase will be subject to the final approval of the City Council. Existing pay rates will be increased by 2.5% effective July 1, 2005. However, for the 2006-2007 contract year the minimum pay rate increase shall be not less than 2.75% and the maximum pay rate increased for such year shall be not more than 4.10%, and for the 2007-2008 contract year the minimum pay rate increase shall be not less than 3.00% and the maximum pay rate increase shall be not more than 4.00%.
4. Effective on the anniversary date of their employment, employees will receive a three (3) step increase, up to the maximum for their pay grade. This increase is subject to satisfactory performance, as determined by the Department Director.
5. Up to twenty percent (20%) of the employees may, at the discretion of the Department Director, receive a performance bonus equal to three percent (3%) of their regular hourly rate of pay. Performance pay will be provided for a period of twelve (12) months from the first full pay period after the employee's review date. Performance pay will be added to the employee's regular hourly rate of pay for purposes of calculating overtime compensation but will not be permanently added to the employee's regular hourly rate of pay. The determination of performance pay will not be subject to the grievance procedure.

LETTER OF AGREEMENT #1

Mr. Kevin Holzhauser
Business Representative
International Union of Operating Engineers
Local 234
4880 Frederick M. Hubbell Avenue
Des Moines, IA 50317

Re: Unused Sick Leave

Dear Kevin:

Please consider this to be a letter of agreement between the City of West Des Moines, Iowa and the International Union of Operating Engineers, Local 234 regarding unused sick leave. The City hereby agrees that the portion of Policy 5.5 which was in effect on March 2, 2001 and which pertains to unused sick leave will remain in effect and will not be changed during the period beginning July 1, 2002 and ending June 30, 2008.

The relevant portion of Policy 5.5 which is the subject of this side letter provides:

You cannot receive payment for unused sick leave credit when you leave the City's employment, except as follows:

- a. Retirement. You are paid 50 percent of your current daily salary for each full day of unused sick leave accrued, and
- b. Death. Your beneficiary will receive 50 percent of your current daily salary for each full day of unused sick leave accrued. @

This letter of agreement will terminate on June 30, 2008, unless it is extended by written, mutual agreement between the City and the Union. Please contact me if you have any questions concerning this letter.

James C. Hanks
Attorney for
City of West Des Moines, Iowa

LETTER OF AGREEMENT #2

Mr. Kevin Holzhauser
Business Representative
International Union of Operating Engineers
Local 234
4880 Frederick M. Hubbell Avenue
Des Moines, IA 50317

Re: Tuition Reimbursement

Dear Kevin:

Please consider this to be a letter of agreement between the City of West Des Moines, Iowa and the International Union of Operating Engineers, Local 234 regarding tuition reimbursement. The City hereby agrees that Policy 5.24 "Tuition Reimbursement", Policy 5.25 "Professional Certification/Accreditation/Licenses", and Policy 5.26 "Employee Development" which were in effect on March 2, 2001, will remain in effect and will not be changed during the period beginning July 1, 2002 and ending June 30, 2008.

The relevant policies are attached to this side letter.

This letter of agreement will terminate on June 30, 2008 , unless it is extended by written, mutual agreement between the City and the Union. Please contact me if you have any questions concerning this letter.

James C. Hanks
Attorney for
City of West Des Moines, Iowa

LETTER OF AGREEMENT #3

Mr. Kevin Holzhauser
Business Representative
International Union of Operating Engineers
Local 234
4880 Frederick M. Hubbell Avenue
Des Moines, IA 50317

Re: Vacation Scheduling

Dear Kevin:

Please consider this to be a letter of agreement between the City of West Des Moines, Iowa and the International Union of Operating Engineers, Local 234 regarding the scheduling of vacation during Winter months.

During Winter months (October through March), the City will approve three Operation Specialists per day to be on vacation or on pre-approved leave of absence. This agreement will not affect the vacation scheduling of other employees in the bargaining unit.

This letter of agreement will take effect immediately upon ratification by the Union and acceptance by the City Council and will terminate on June 30, 2003, unless it is extended by written, mutual agreement between the City and the Union. Please contact me if you have any questions concerning this letter.

James C. Hanks
Attorney for
City of West Des Moines, Iowa

LETTER OF AGREEMENT #4

Mr. Kevin Holzhauser
Business Representative
International Union of Operating Engineers
Local 234
4880 Frederick M. Hubbell Avenue
Des Moines, IA 50317

Re: On-Call for Sign and Signal Technicians

Dear Kevin:

Please consider this to be a letter of agreement between the City of West Des Moines, Iowa and the International Union of Operating Engineers, Local 234 regarding the number of rotations a Sign and Signal Technician will be required to serve on-call. The City agrees that a Sign and Signal Technician will serve their normal rotation of every three weeks. The City agrees to consider using outside contractors to provide services during non-work hours during vacancies or when other Sign and Signal Technicians are not available to cover the extended absence(s) of another Sign and Signal Technician.

This letter of agreement will terminate on June 30, 2009, unless extended by written and mutual agreement between the City and the Union. Please contact me if you have any questions concerning this letter.

James C. Hanks
Attorney for
City of West Des Moines, Iowa

Wage Schedule FY05/06

	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9
1	22,385	27,857	30,970	36,211	41,168
2	22,716	28,268	31,428	36,746	41,777
3	22,385	28,687	31,893	37,290	42,394
4	23,393	29,111	32,363	37,841	43,020
5	23,393	29,541	32,842	38,400	43,657
6	23,738	29,977	33,328	38,967	44,302
7	24,445	30,421	33,820	39,543	44,957
8	24,806	30,870	34,320	40,128	45,621
9	25,173	31,326	34,827	40,721	46,295
10	25,545	31,789	35,342	41,323	46,980
11	25,922	32,260	35,865	41,934	47,674
12	26,306	32,783	36,395	42,554	48,379
13	26,695	33,220	36,933	43,821	49,093
14	27,089	33,711	37,478	43,821	49,819
15	27,489	34,209	38,033	44,469	50,555
16	27,895	34,715	38,594	45,126	51,302
17	28,308	35,228	39,164	45,793	52,061
18	28,727	35,749	39,743	46,469	52,831
19	29,101	36,214	40,331	47,156	53,612
20			40,927	47,853	54,404
21			41,532	46,436	55,208
22			42,146	49,278	56,023
23			42,769	50,007	56,852
24			43,359	50,695	57,692
25					58,545
26					59,410
27					60,288
28					61,179
29					61,752
29	Bldg Maintenance I	Bldg Maintenance II	Operations Specialist Bldg Maint. Special. Grnds Maint Special. Horticulturist	Traffic Signal Tech. Mechanic	Eng. Tech-Field Eng. Tech-Office